

## **REMARKS/ARGUMENTS**

### **Status of the Claims**

Prior to entry of this amendment, claims 1-20 and 22-51 were pending in the application. A final office action mailed February 26, 2007 rejected claims 1-20 and 22-51 under 35 U.S.C. § 102(a) as being anticipated by published application no. US2002/0099607 to Sosa et al. (hereinafter, "Sosa"). This amendment neither amends, adds, nor cancels any claims. Hence, after entry of this amendment, claims 1-20 and 22-51 remain pending for examination. Claims 1, 20, 23, 30, and 47-51 are independent claims.

### **35 U.S.C. §102 Rejection, Sosa**

The Final Office Action rejected claims 1-20 and 22-51 under 35 U. S. C. §-102(a) as being anticipated by Sosa. The rejections are traversed, and reconsideration of the rejections is respectfully requested.

As noted in the applicants' previous response dated December 5, 2006, Sosa fails to teach or suggest the elements of any independent claim as originally filed. In the final office action, the Office relies primarily on the rejections of the office action mailed September 6, 2006 but provides some additional explanation of the Office's position. Neither the earlier office action nor the final office action, however, demonstrates that Sosa even suggests, let alone teaches, each element of any pending claim.

As a general matter, while the pending claims in the present application are directed generally to convenience cards (and systems and methods of using those cards) for money transfer transactions, Sosa is directed toward an entirely different proposition: a "promotional scheme to identify potential customers and online cash account customers." Sosa, Abs. This promotional scheme involves "publishing identification information that identifies the promotional scheme, receiving responses by entrants via an electronic communications network, creating an online cash account for each entrant, linking each online cash account created for each entrant to the identified promotional scheme, determining if a response is a winning response, and providing an online prize to at least one entrant that provided a winning response."

Sosa, ¶ 0004. Hence, Sosa generally has nothing to do with money transfers at all, but instead is directed toward a promotional scheme where prizes may be awarded entrants to the promotional scheme.

Perhaps unsurprisingly, then, Sosa fails to teach or suggest each element of any pending claim. Indeed, it is only by reading selective portions of Sosa out of context, and by inferring from Sosa several teachings that are not actually disclosed (or even suggested) that the office action manages to formulate the rejections of the pending claims.

#### Claim 1

For example, as noted in the applicants' prior response, Sosa does not teach or suggest "a point of sale device . . . being located at a particular origination location and configured to . . . receive a request from the customer to process a money transfer transaction to a particular destination location.," as recited by claim 1. Specifically, while Sosa does mention that, "USER2 517 may transfer funds from the USER2 account 521 to the USER1 account 325 via the cash account system 107 as indicated by a fund transfer arrow 523," (Sosa, ¶ 0058), Sosa never even suggests the recited elements, which require both that a point of sale device is configured to receive a request for a money transfer transaction and that the transaction has a particular origination location and a particular destination location.

In reply, the final office action supposes that "Sosa discloses funds transferred from a particular origin location to a particular destination location (the funds are transferred from a particular origin location, which is the account located at a particular bank, to another account at a particular location, which is the other account located at another bank) . . . ." Final Office Action, at 3. The final office action, however, cites no portion of Sosa that provides this teaching, because Sosa in fact contains no disclosure. Indeed, the "fund transfer" taught by Sosa is fundamentally different from the money transfer transaction recited by claim 1 in at least two important aspects:

- First, Sosa teaches only that the fund transfer is performed online via the USER2 computer, not that any point of sale device is involved in a fund transfer request.

- Second, and directly in contrast with the final office action's supposition, Sosa expressly teaches, "[g]iven that the fund transfer occurs within the accounts database 323, the transfer of funds can be subject to database manager rules. In one embodiment, a restriction can be added to the funds transferred by USER2 517, yet allowing USER1 306 to verify that the transfer cannot be undone, and that the funds if freed from the restriction by USER2 517, or the cash account system 107, would be made available for purchase or withdrawal." Sosa, ¶ 0058; *see also* Sosa, Fig. 5. element 523 (illustrating a fund transfer occurring entirely within the database of Sosa's cash account system).

The final office action rejected claim 1 under § 102(a). A rejection under § 102 requires that "each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." MPEP § 2131. The rejection of claim 1 plainly fails to meet this requirement, because Sosa fails to teach either a point of sale device configured to receive a request for a money transfer transaction or that such a transaction would have a particular origination location or a particular destination. In particular, contrary to the final office action's speculation about different bank accounts at different banks, Sosa expressly teaches that a fund transfer does not involve multiple banks at all, but instead is performed within a single database in Sosa's cash account system.

Indeed, Sosa does not even approach a suggestion of the multiple-bank system contemplated by the final office action. Instead, Sosa teaches away from such an arrangement by teaching, as a benefit of the intra-database fund transfer, the feature that the transferring user can add a restriction of the funds. An inter-bank transfer, as contemplated by the final office action, would not allow such a restriction to be placed on transferred funds by the transferring party. Accordingly, even under § 103, Sosa would fail to render claim 1 unpatentable.

As noted in the applicants' prior response, Sosa also fails to teach or suggest "credit[ing] the customer's account with an award associated with the request to process a money transfer transaction, the award being redeemable by the customer for credit toward the purchase

of a product from the service provider.” Sosa does teach two types of rewards: (1) a reward as part of a viral marketing campaign for transferring money to friends and encouraging them to use Sosa’s system (Sosa, ¶ 0126), and (2) rewards for purchasing goods at a merchant (Sosa, ¶¶ 0127-0128). The office action conflates these two types of rewards, but Sosa provides no teaching or suggestion that would support this conflation. With regard to the first type of reward, Sosa is silent on the type of reward that is provided, and Sosa certainly does not teach that such rewards might be redeemable for credit toward the purchase of a product from third-party service provider.

With regard to the second type of reward, the “reward points,” Sosa specifically teaches a “a distributor merchant-specific cash card at the distributor merchant's store(s)” that “provid[e] users incentive to return to the offline store (i.e. the distributor merchant's rewards keep them coming back to the offline store rather than some competitor store for purchases).” Sosa, ¶¶ 0128-29. Sosa does not teach that these type of reward points (which are awarded for purchase of the distributor merchant’s products) might be redeemable for credit toward a third party provider’s products.

Hence, Sosa fails to teach, or even suggest, the recited “award associated with the request to process a money transfer transaction, the award being redeemable by the customer for credit toward the purchase of a product from [a] service provider,” separate from the money transfer provider. For at least this additional reason, Sosa fails to anticipate claim 1.

For at least these reasons, the § 102 rejection of claim 1 over Sosa is improper, and reconsideration of that rejection is respectfully requested.

#### Claim 20

Claim 20 likewise is allowable over Sosa, and reconsideration of that claim is respectfully requested as well. For example, claim 20 recites, inter alia, a point of sale device that includes instructions to “receive an identifier associated with a convenience card” and “receive a request for a money transfer transaction.” To the extent that the “fund transfer” of Sosa teaches a money transfer transaction at all (a proposition the applicants dispute), Sosa, as

noted above, fails to teach or even suggest, that such a fund transfer might be associated with a convenience card or might be performed using a point of sale device, rather than as an online transaction from a user computer. For at least this reason, Sosa fails to anticipate claim 20.

In addition, as noted in the applicants' prior response, Sosa utterly fails to teach or suggest a transaction provider control with instructions to "transmit a request to third-party service provider to add credit to the service provider account associated with the convenience card, wherein the credit is based at least in part on the money transfer transaction," not the least because (as noted above) Sosa does not disclose even the concept of an award with a third party provider in conjunction with a money transfer transaction, let alone adding credit to a third party service provider account based on a money transfer transaction. Indeed, to the extent Sosa teaches adding credit to any account at all, Sosa teaches crediting "rewards" or "reward points" to an account in Sosa's cash account system, not any non-cash account or any account maintained by a third party. (Paragraph 50 of Sosa teaches, for example, an "accounts database 323 of the cash account system 107," while ¶ 0128 notes that "[s]ince all transactions are authorized via the processor system 113 of the cash account system 107, the cash account system 107 tracks user spending and may connect offline and online shopping with special rewards.") There is simply no support in Sosa for the proposition that any accounts at any third party maintain any type of award information. Indeed, the entire point of Sosa is that the cash account system 107 handles all of the transactions, reward tracking and the like.

Hence, there would be no need, in the system of Sosa, to "transmit a request to third-party service provider to add credit to the service provider account associated with the convenience card," since there is no third party service provider account associated with Sosa's cash accounts. Perhaps unsurprisingly, then, Sosa fails even to suggest such a feature. The final office action cites ¶¶ 0125-29 as teaching this element, commenting that "some of the marketing benefits include a message that is directed to the user and also to the merchant to allow them to track the usage." Final Office Action, at 4. Contrary to the statement in the final office action, however, the ¶¶ 0125-29 of Sosa fail to mention any communication from the cash account

system of Sosa to any third party provider, let alone even suggesting that Sosa' cash account system might transmit a request to a third-party service provider to add credit to an account.

For at least these reasons, the final office plainly has failed to establish that Sosa anticipates claim 20, and reconsideration of the rejection of claim 20 is respectfully requested.

Claim 23

Claim 23 recites, inter alia, "when the money transfer convenience card is used to facilitate a money transfer transaction through the transaction provider, an award is credited to the account associated with the convenience card, the award being redeemable toward the purchase of a product from a service provider and being based at least in part on the money transfer transaction." As an initial matter, nothing in Sosa even suggests that any type of card might be used to facilitate a money transfer transaction. Neither Sosa nor the final office action provides any explanation of how a money transfer convenience card might facilitate such a fund transfer, and claim 23 is allowable over Sosa for this reason alone.

In addition, however, as discussed above with respect to claim 1, Sosa fails to teach or suggest that an award for a money transfer transaction might be "being redeemable toward the purchase of a product from a service provider," as recited by claim 23.

Accordingly, claim 23 is allowable over Sosa for at least these reasons, and reconsideration of claim 23 is respectfully requested.

Claim 30

Claim 30 recites a method, including, inter alia, "receiving a request from a customer to process a money transfer transaction, wherein the money transfer transaction has a certain origination location and a certain destination location," and "crediting an account with an award based at least in part upon the requested money transfer transaction, the award being redeemable by the customer for credit toward the purchase of a product from a service provider." As noted above with respect to claim 1, Sosa teaches neither a money transfer transaction with a

certain origination location and a certain destination location, nor an award for a money transfer transaction that is redeemable for credit toward the purchase of a product from a service provider.” Accordingly, claim 30 is allowable over Sosa, and reconsideration of the rejection of claim 30 is respectfully requested.

Claim 47

Claim 47 recites, inter alia, “receiving an identifier associated with a money-transfer convenience card, wherein the money-transfer convenience card is associated with an account at a third-party service provider” and “adding credit to the account at the third-party service provider, wherein the credit is based at least in part on the money transfer transaction.” As noted above with respect to claim 1, Sosa fails to teach or suggest “adding credit to [an] account at a third-party service provider, wherein the credit is based at least in part on the money transfer transaction.”

Further, as noted with respect to claim 23, even assuming, arguendo, that Sosa’s “fund transfer” might teach a “money transfer transaction” (a proposition the applicants dispute), Sosa fails to teach or suggest that a money transfer convenience card might be used in performing a fund transfer, so Sosa necessarily fails to teach or suggest “receiving an identifier associated with a money-transfer convenience card,” let alone that “the money-transfer convenience card is associated with an account at a third-party service provider,” as recited by claim 47.

For at least these reason, it is submitted that Sosa fails to teach or suggest each element of claim 47, and that claim 47 therefore is allowable over Sosa. Reconsideration of claim 47 is respectfully requested.

Claims 48, 49 and 51

Claim 48 is a method claim, and claims 49 and 51 are corresponding system claims. Claim 48 recites, inter alia, “calculating an amount of prepaid telephone service credit sufficient to allow the customer to place a telephone call of a certain duration from the origination location to the destination location, such that the customer can call a receiving party

near the destination location to inform the receiving party that the customer has placed a request to process a money transfer transaction to the destination location,” and “crediting the customer’s account with an award, the award being equivalent to the calculated amount of prepaid telephone service credit and based at least in part on the request to process a money transfer transaction.”

Sosa fails to teach or suggest either of these elements.

The final office action argues that Sosa teaches these elements, but notably omits any citations to any portion of Sosa that purportedly teaches these elements. The final office action does note, however, that it relies on the rejections in a non-final office action mailed September 6, 2006. The non-final office action is no more helpful, however. It cites paragraphs 36-37, 57-58 and 126-128 of Sosa as teaching those elements. Those paragraphs are reprinted in their entirety below:

[0036] The purchaser of the validated cash card initiates a cash account online with the cash account system via a computer communications network or the like by entering the serial number printed on the card. The purchaser also provides a user ID and password to access the cash account for online purchases or other transactions, such as account transfers and the like. The user may provide other information, such as a PIN to be used in conjunction with the card number of the activated cash card, and a telephone number or the like for telephonic access and fund transfers. The cash account system associates the card number and the brick and mortar distributor from which the card was purchased with the cash account. The card and corresponding card number are then considered activated and may be used for offline purchase and cash transactions. The distributor is associated with locality information, such as any predetermined geographic area. A geographic area may be that particular store or distribution venue, a county, a city, a region, a state, a country, etc. The locality information may be static, such as a single distributor merchant store, or a group of distributors located within the geographic area, or may be dynamically determined, such as including certain distributors and merchants within a predetermined area or within a certain distance of the distributor that sold the cash card. In this manner, the cash account is associated with particular locality information based on where the card was purchased. The purchaser of the cash card, however, may remain anonymous since little or no personal information is collected by the distribution or the cash account system. It should be noted that even in the event where additional funds are added to the account by means of a bank transaction, all personal information would be stored separately and under a different encryption key. As an additional safeguard against potential security breaches of the database, the system may opt to discard, or not record the personal information of the user recharging the account.

[0037] Once the cash account is created or otherwise updated, the card number of the cash card is associated with the cash account. The cash card may be discarded in a similar manner as the cash cards previously described. In particular, the serial number is no longer valid and may not be used by another. Also, in one embodiment, the card number is not valid by itself and cannot be



used apart from the card and the cash account PIN. Nonetheless, the cash card is activated may be utilized to purchase goods and services and to access cash via a standard automated teller machine (ATM) in a similar manner as a debit or bank card as long as the cash card is utilized in conjunction with the PIN. For example, the user may use the cash card at an ATM to receive cash from the cash account by inserting the card and entering the PIN in a similar manner as a bank or debit card. Also, the user may use the cash card with the PIN at any merchant to purchase goods or services in a similar manner as a bank or debit card. In either case, the card information is routed to the cash account system as processor of the card number, where the cash account system verifies the card number contained in the magnetic stripe and PIN. If valid and activated, the cash account system determines if the cash balance of the account is sufficient to cover the withdrawal or purchase amount in a similar manner as typical credit purchases. The account balance is adjusted and the transaction is approved if the card is active and the funds are sufficient. Otherwise, the transaction is simply denied.

\* \* \*

[0057] USER1 306 may further use the cash card at a standard ATM 509 in association with the PIN 329, where the ATM 509 initiates and conducts a cash transaction on behalf of USER1 306. In particular, the cash card 201 is inserted into a card receiver slot 511 and the PIN 329 is entered into a keyboard 512 or the like of the ATM 509. USER1 306 also punches in a desired cash amount 515 via the keyboard 512. The PIN 329, the desired cash amount 515 and the information on the magnetic strip 205 including the card number XYZ 207 is forwarded by the ATM 509 and the switch network 315 of the charge settlement network 115 to the cash account system 107 as processor. The transaction and account system 119 of the cash account system 107 verifies the card number XYZ and the PIN 329 and verifies or otherwise compares the information with the USER1 account 325. The cash amount 515 is compared with the account balance 331 of the USER1 account 325. If the received card number is valid and is the same as an activated card number, such as the card number XYZ 207, if the received PIN is the same as the authorized PIN, such as the PIN 329, and if the cash amount 515 does not exceed the current balance 331 in the USER1 account 325, then the cash account system 107 accepts the transaction. Otherwise, the transaction is denied. The acceptance or denial information is returned to the ATM 509 by the processor system 113. If the transaction is accepted, the ATM 509 provides the cash amount 515 to USER1 306 via a cash slot 513. There may be other operating parameters that may be considered, such as a cash transaction limit on the amount of cash withdrawal at the ATM 509. Such limits, if effective, are also considered by the ATM 509 and/or the cash account system 107 before accepting the transaction. In this manner, the cash card 201 is used much the same way as a cash debit or credit card in a standard ATM.

[0058] Another user of the cash account system 107, referred to as "USER2" 517, may access the cash account system 107 via a USER2 computer 519 or the like coupled to the computer communications network 112. A USER2 account 521 is either created or accessed within the account database 323 of the cash account system 107 to enable USER2 517 to perform online transactions via the computer communications network 112. Further, USER2 517 may transfer funds from the USER2 account 521 to the USER1 account 325 via the cash account system 107 as indicated by a fund transfer arrow 523. USER1 306 may then access the transferred funds from the USER1 account 325 utilizing the cash card 201 at the ATM 509 or via any merchant 501, or via online transactions. USER2 517 may also perform the fund transfer 523 via a standard telephone 525 coupled to the telephonic network 114. In particular, USER2 517

may dial a predetermined number, such as a toll or toll-free number, via the telephonic network 114. The telephonic communication system 110 of the cash account system 107 enables access to the accounts database 323 via the transaction and account system 119 for authorized users. The telephonic communication system 110 may be voice-activated enabled if desired to allow verbal entry of the telephone number identifier 337. In this manner, USER2 517 may utilize the telephone number identifier 337 of the USER1 account 325 to transfer funds from the USER2 account 521 to the USER1 account 325. Given that the fund transfer occurs within the accounts database 323, the transfer of funds can be subject to database manager rules. In one embodiment, a restriction can be added to the funds transferred by USER2 517, yet allowing USER1 306 to verify that the transfer cannot be undone, and that the funds if freed from the restriction by USER2 517, or the cash account system 107, would be made available for purchase or withdrawal.

\* \* \*

[0126] In one embodiment, the advertisements and messaging portals are spread virally to encourage widespread dissemination. In particular, the cash account system 107 provides an efficient means of making person-to-person payments. In one embodiment, the cash account system 107 further provides rewards for transferring money to friends and encouraging them to use the cash account system 107, not only spreading whatever advertisements the original account had, but also encouraging, such as through similar incentives, return visits to the site to shop online and be exposed to them.

[0127] As described previously, the cash card associated with a cash account can be used to make offline purchase payments. One benefit of this to the offline distributor merchant 303 is in terms of loyalty programs that are tracked by the cash account system 107 directly and which integrates offline and online rewards through a unified payment solution. This allows, essentially, the control and convenience in terms of rewards that have been associated with credit cards are now applied to cash customers. The delivery of the reward perks can be effectuated at the offline point of sale, as a credit to a cash account, or as a printable coupon that can be brought into a physical store and redeemed, increasing customer loyalty and offline venue traffic.

[0128] In one embodiment, the cash account system 107 may provide additional incentives to use the cash card offline in the form of reward points, especially a distributor merchant-specific cash card at the distributor merchant's store(s). Since all transactions are authorized via the processor system 113 of the cash account system 107, the cash account system 107 tracks user spending and may connect offline and online shopping with special rewards. In this way, the same customer incentive benefit programs are provided to cash customers as are already provided to users using credit cards. The use of cash cards for transactions provides the additional benefit in that privacy and personal security is not an issue and is preserved. In either case, the users benefit regardless of whether they use their associated cash account online or offline.

Clearly, none of the cited portions of Sosa even mention providing credit for a telecommunications service, let alone calculating an amount of prepaid telephone service credit sufficient to allow the customer to place a telephone call of a certain duration from an origination location of a money transfer transaction to a destination location of the transaction. A fortiori,

Sosa fails to disclose actually crediting a customer's account with this amount of credit. As a matter of fact, Sosa fails even to mention that any telephone call is made apart from the transaction itself.

Hence, no reasonable reading of Sosa permits the inference that Sosa even suggests the idea of providing any prepaid telephone credit, let alone calculating an amount of credit that should be provided. For at least this reason, claim 48 is allowable over Sosa. Claims 49 and 51, which recite similar elements, are allowable for at least similar reasons.

Claim 50

Claim 50 recites a system comprising instructions that, inter alia, are executable by a processor to "process [a] money transfer transaction" and "credit [an] account with an award based at least in part upon the requested money transfer transaction, the award being redeemable by the customer for credit toward the purchase of a product from a service provider." As noted above with respect to claim 1, Sosa fails to teach or suggest crediting an account with an award that is "based at least in part on a money transfer transaction" and that is "redeemable by the customer for credit toward the purchase of a product from a service provider." For at least this reason, claim 50 is allowable over Sosa, and reconsideration of that claim is respectfully requested.

Claims 2-19, 22, 24-29, and 31-46

Claims 2-19 depend, either directly or indirectly, from claim 1. Claim 22 depends from claim 20, and claims 24-29 depend, either directly or indirectly, from claim 23. Likewise, claims 31-46 depend, either directly or indirectly, from claim 30. These dependent claims are believed to be allowable at least by virtue of their dependence from allowable base claims.

For at least the reasons above, all claims now pending in the application are believed to be allowable over Sosa, and reconsideration of the rejections in the final office action is respectfully requests.

Appl. No. 10/687,575

PATENT

Amdt. dated:: April 26, 2007

Amendment under 37 CFR 1.116 Expedited Procedure

Examining Group 3691

### CONCLUSION

The applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, the Examiner is invited to telephone the undersigned at 303-571-4000 at her convenience.

Dated: April 26, 2007

Respectfully submitted,

/Chad E. King/  
Chad E. King  
Reg. No. 44,187

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, Eighth Floor  
San Francisco, California 94111-3834  
Tel: 303-571-4000 (Denver Office)  
Fax: 303-571-4321 (Denver Office)  
CEK:sbm  
61010284 v1